

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

Application of)	
)	
Lightower Fiber Networks II, LLC)	
)	
for a Certificate of Public Convenience)	DOCKET NO. 2016- ____-C
and Necessity to Provide Resold and)	
Facilities-Based Local Exchange and)	
Interexchange (Including Exchange)	
Access) Telecommunications Services in)	
the State of South Carolina, and for)	
Alternative and Flexible Regulation)	

Lightower Fiber Networks, II, LLC (“LFN-II” or “Applicant”), by its undersigned counsel and pursuant to South Carolina Code Section 58-9-280 and the rules and regulations of the Public Service Commission of South Carolina (“Commission”), hereby applies for a Certificate of Public Convenience and Necessity (“CPCN”) to provide facilities-based and resold local exchange (including exchange access) and interexchange telecommunications services throughout the State of South Carolina. Pursuant to S.C. Code Ann. Section 58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Applicant also requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C.

The Applicant submits the following information in support of this request.

I. INTRODUCTION

1. The name and address of the Applicant are:

Lighttower Fiber Networks II, LLC
80 Central Street
Boxborough, MA 01719
Tel: (978) 264-6000
Fax: (978) 264-6180
Toll Free: (888) 583-4237
www.lighttower.com

2. Correspondence concerning this Application should be directed to Applicant's attorneys:

John J. Pringle, Jr.
Justine Tate
Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Phone: (803) 343-1270
Fax: (803) 779-4749
jack.pringle@arlaw.com
justine.tate@arlaw.com

with a copy to:

Catherine Wang
Brett P. Ferenchak
Morgan, Lewis & Bockius LLP
2020 K Street, N.W.
Washington, DC 20006-1806
Phone: (202) 373-6000
Fax: (202) 373-6001
catherine.wang@morganlewis.com
brett.ferenchak@morganlewis.com

Following the grant of this Application, the Commission should direct all correspondence directly to LFN-II's regulatory contact:

Fernanda Biehl
Senior Director, Regulatory Affairs
Lighttower Fiber Networks
196 Van Buren, Suite 250
Herndon, VA 20170
Tel: (703) 434-8533
Fax: (703) 434-8510
fbiehl@lighttower.com

3. In support of this Application, the following exhibits are attached hereto:

Exhibit A - Formation Documents
Exhibit B - Certification of Authority to Operate in South Carolina
Exhibit C - Proposed Tariff
Exhibit D - Financial Information - **Confidential/Filed Under Seal**
Exhibit E - Management Biographies

II. DESCRIPTION OF THE APPLICANT

1. General Information

Applicant's legal name is Lighttower Fiber Networks II, LLC. LFN-II is a New York limited liability company formed on December 24, 2001. A copy of its formation documents are attached hereto as Exhibit A. Attached as Exhibit B is a copy of LFN-II's Certificate of Authority to Transact Business as a foreign corporation in South Carolina.

Applicant is currently authorized to provide intrastate telecommunications service in Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and Virginia. Applicant is also authorized to provide interstate telecommunications services by the Federal Communications Commission. Applicant has not been denied requested certification in any jurisdiction, nor has any permit, license, or certificate been permanently revoked by any authority.

2. Description of Proposed Services

Applicant seeks authority to provide facilities-based and resold local exchange, exchange access, and interexchange telecommunications services. Applicant will offer interexchange telecommunications statewide. To the extent Applicant provides switched local exchange services, it will initially do so in the areas served by AT&T and does not plan to provide service in areas of any small or rural local exchange carriers. However, Applicant does seek authority to provide local exchange services in all areas that are currently open, or become open in the future, to competition so that it may expand into other services as market conditions warrant.

Applicant's business is building communications solutions for enterprise and carrier customers individually for each project's needs. Applicant will primarily provide SONET, Dark Fiber, Private Line, Ethernet, Wavelength, Dedicated Internet Access and Collocation services on a wholesale basis (e.g., other carriers), and customers in government, health care, education, financial services, and other large enterprises. It will primarily provide services using its own facilities and facilities leased from other carriers, but also seeks authority to provide service for resale.

LFN-II will not initially offer voice services, but seeks authority to do so, should Applicant decide to expand its services as market conditions dictate. To the extent Applicant provides voice telephone services in the future, Applicant intends to use the existing local exchange boundaries and established local calling scope of the incumbent local exchange carriers in South Carolina. Applicant will perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements. Applicant will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in South Carolina. Applicant does not intend to provide

retain residential local exchange services in South Carolina, and therefore the bond requirement set out in S.C. Code Ann. Regs. 103-607 does not apply to Applicant. In the event Applicant provides retail residential local exchange services in South Carolina, Applicant will comply with the provisions of S.C. Code Ann. Regs. 103-607.

Applicant has not yet entered into or requested interconnection/resale agreements in South Carolina as such agreements are generally not required to provide the services it will initially offer as described above.

LFN-II's proposed tariff, setting forth the terms, conditions, rates, charges and regulations pursuant to which LFN-II proposes to provide regulated telecommunications service is provided as Exhibit C.

3. Customer Service

LFN-II's planned service offerings will meet or exceed the Commission's quality of service requirements. In addition, connectivity of LFN-II's network will not impair the statewide public switched network. To ensure top-quality service, LFN-II will be available for customer inquiries 24 hours, 7 days a week. The following toll-free number is available for end user consumer inquiries: 1-888-583-4237. The person responsible for customer service is:

Ravindra Harcharan, Vice President, Network Assurance
Lighttower Fiber Networks
80 Central Street
Boxborough, MA 01719
Tel: (312) 506-1751
Fax: (312) 506-0931
rharcharan@lighttower.com

III. QUALIFICATIONS OF LFN-II

LFN-II possesses the requisite financial, technical and managerial capabilities to operate as a competitive telecommunications provider as described in further detail below.

1. Financial Qualifications

Applicant possesses the requisite financial resources to provide telecommunications services in South Carolina. Applicant does not maintain financial statements separate from the consolidated financial statements of its ultimate parent company, LTS Group Holdings, LLC (“Holdings”). For purposes of this Application, Applicant will rely on the financial statements of Holdings to demonstrate Applicant's financial qualification to operate within South Carolina. The most recent audited consolidated financial statements of Holdings will be provided under seal as Exhibit D. As shown in the financial statements, LFN-II is financially qualified to operate within the State of South Carolina.

The financial information provided in Exhibit D is proprietary and confidential. Applicant requests, pursuant to S.C. Code Ann. § 39-9-10, *et seq.*, S.C. Code Ann. § 30-4-40(a)(1), S.C. Code Ann. Regs. 103-804(S)(2), and Commission Order No. 2005-226, that this information be treated confidentially, as it contains sensitive information regarding Applicant's business operations which is not normally subject to inspection by the public, and which, if disclosed, would result in substantial harm to Applicant's competitive position. Concurrent with this Application, LFN-II is submitting its *Motion for Protective Treatment of Financial Statements*. As shown in the information provided, Applicant is financially qualified to operate within the State of South Carolina.

2. Technical and Managerial Qualifications

Lighttower Fiber Networks II, LLC is technically and managerially qualified to provide competitive local exchange and interexchange services in South Carolina. LFN-II's operations will be directed by its existing corporate management, technical, and operations staffs, who are responsible for the telecommunications operations of Applicant and its affiliates Lighttower Fiber

Networks I, LLC (formerly known as Light Tower Fiber Long Island LLC) and Fiber Technologies Networks, L.L.C. in other states. The officers of Applicant are:

Robert J. Shanahan, Chief Executive Officer & President
Eric Sandman, Chief Financial Officer, Executive Vice President & Treasurer
David L. Mayer, General Counsel, Executive Vice President & Secretary
Doug Dalissandro, Executive Vice President
Jason Campbell, Executive Vice President- Operations & Engineering
Philip Olivero, Chief Technology Officer

Officers may be contacted at the Applicant's principal place of business. As a member-managed limited liability company, LFN-II does not have directors but rather is managed by Sidera Networks, Inc. which is also LFN-II's sole member. A description of the background of LFN-II's key personnel, which demonstrates the extensive telecommunications experience of LFN-II's management team, is provided as Exhibit E. Neither Applicant nor any of its officers, directors, partners or managers has been or are currently the subject of any civil or criminal proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency that could adversely affect Applicant's ability to provide telecommunications services in South Carolina.

IV. WAIVERS AND REGULATORY COMPLIANCE

LFN-II requests that, pursuant to 10 S.C. Reg. 103-601(3), the Commission waive those regulatory requirements that are inapplicable to competitive local exchange carriers because compliance with such rules would cause LFN-II undue hardship. Specifically, LFN-II requests a waiver of the following Commission Rules:

1. **10 S.C. Reg. 103-610:** LFN-II requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. LFN-II maintains its records at its principal offices in Boxborough, Massachusetts. As such, maintaining a separate

set of books and records in South Carolina for LFN-II's South Carolina operations would be unduly costly and burdensome. LFN-II states that all such books and records shall be provided to the Commission Staff or the Office of Regulatory Staff ("ORS") in a timely manner upon request.

2. **10 S.C. Reg. 103-611:** LFN-II requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, LFN-II will not be subject to rate base regulation and therefore should not be subject to USOA requirements. LFN-II maintains its books in accordance with Generally Accepted Accounting Principles ("GAAP").

3. LFN-II also requests waivers of any reporting requirements which, although applicable to incumbent LECs are not applicable to competitive carriers such as LFN-II because such requirements are not consistent with the demands of the competitive market and constitute an undue burden on a competitive carrier.

4. In addition to the above requested waivers, LFN-II reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively in the South Carolina telecommunications market.

5. **Flexible Regulation of Local Exchange Services:** Applicant respectfully requests that its local service offerings be regulated in accordance with procedures outlined in Order No. 98-165 in Docket No. 97-467-C.

6. **Alternative Regulation of Business Service Offerings.** Applicant requests that all of its business service offerings be regulated pursuant to the procedures described and set out

in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc. ("AT&T"). Specifically, Applicant requests that the Commission:

- a. remove the maximum rate tariff requirements for its business services, private line, and customer network-type offerings;
- b. presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and
- c. grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

V. PUBLIC INTEREST CONSIDERATIONS

The grant of this Application will promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services. LFN-II's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise. LFN-II will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service.

The grant of LFN-II's Application is consistent with S.C. Code Ann. Sec. 58-9-280(B), as amended by 1996 Act No. 354. Applicant makes the following representations:

- a. Applicant possesses the technical, managerial and financial resources sufficient to provide the services described in this application;
- b. Applicant's local services will meet the service standards required by the Commission;
- c. The provision of local services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent required by this Commission, will participate in the support of universally available telephone service at affordable rates;
- e. The provision of local service by the Applicant will not adversely impact the Public interest.

VI. CONCLUSION

For the reasons stated above, Applicant respectfully requests that the Commission expeditiously grant this Application for the authority to provide all types of facilities-based and resold local exchange, exchange access and interexchange telecommunications services, and grant Applicant's request for alternative and flexible regulation, the waivers described herein, and grant such other relief as is just and proper.

Respectfully submitted,

By: s/John J. Pringle, Jr. _____
John J. Pringle, Jr.
Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Phone: (803) 343-1270
Fax: (803) 779-4749
jack.pringle@arlaw.com

Counsel for Lighttower Fiber Networks II,
LLC

December 8, 2016

LIST OF EXHIBITS

Exhibit A	-	Formation Documents
Exhibit B	-	Certificate of Authority to Transact Business
Exhibit C	-	Proposed Tariff
Exhibit D	-	Financial Information CONFIDENTIAL - FILED UNDER SEAL
Exhibit E	-	Management Biographies
Verification		

EXHIBIT A

Formation Documents

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New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION
OF

CON EDISON COMMUNICATIONS, LLC
(Insert company name)

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: Con Edison Communications, LLC

SECOND: The county within this state in which the office of the limited liability company is to be located is: New York County

THIRD: (optional) The latest date on which the limited liability company is to dissolve is: _____
(month/day/year)

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:
Con Edison Communications, LLC
132 West 31st Street, 13th Floor
New York, NY 10001

FIFTH: (optional) The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company may be served is:

SIXTH: (optional) The future effective date of the Articles of Organization, which does not exceed 60 days from the date of filing, is: _____
(month/day/year)

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SEVENTH: (optional) If all or specified members are to be liable in their capacity as members for all or specified debts, obligations or liabilities of the limited liability company, as authorized by Section 609 of the Limited Liability Company Law, an affirmative statement must be made. A statement of such effect is made as follows:

David W. Robinson 12/21/01
(Signature of signatory)

David W. Robinson
(Print or type name of signatory)

STATE OF NEW YORK
DEPARTMENT OF STATE

ARTICLES OF ORGANIZATION
OF

CON EDISON COMMUNICATIONS, LLC

Under Section 203 of the Limited Liability Company Law

FILED DEC 24 2001
TAXS

BY: *J. H. H.*

RECEIVED
DEC 24 AM 9:11

Filed by

Delaney Corporate Services, Ltd.

(Name)

41 State Street, Suite 405

(Mailing address)

Albany, New York 12207

(City, State and ZIP code)

**DRAWDOWN
DELANEY - 30**

NOTE: This form was prepared by the New York State Department of State for articles of organization. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

This form may not be accompanied by any riders or attachments except a certificate evidencing revision of name.

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State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

May 05, 2006



A handwritten signature in black ink, appearing to be "D. J. [unclear]".

Special Deputy Secretary of State

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
Albany, NY 12231

F 011231000 172

**CERTIFICATE OF MERGER
OF**

Consolidated Edison Communications, Inc.
(Insert name of Domestic Entity)

AND

Con Edison Communications, LLC
(Insert name of Domestic Limited Liability Company)

INTO

Con Edison Communications, LLC
(Insert name of Domestic Limited Liability Company)

Under Section 1003 of the Limited Liability Company Law

FIRST: The name (and if the name has been changed, the name under which it was former) and jurisdiction of formation or organization of each domestic limited liability company or other domestic business entity that is to merge is: Consolidated Edison Communications, Inc., a
New York corporation, and Con Edison Communications, LLC, a New
York limited liability company

SECOND: For each domestic limited liability company and domestic other business entity, the date when its initial articles of organization or formation document was filed with Department of State is: Consolidated Edison Communications, Inc. - November 2, 1997
Con Edison Communications, LLC - December 24, 2001

THIRD: The name of the surviving domestic limited liability company is:
Con Edison Communications, LLC

FOURTH: The agreement of merger has been approved and executed by each of the domestic limited liability companies or domestic other business entities that is a party thereto.

FIFTH: The future effective date of the merger, which does not exceed 30 days from the date of filing, is: January 1, 2002

SIXTH: The Secretary of State is designated as agent of the surviving limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is: Con Edison Communications, LLC
132 West 31st Street, 13th Floor, New York, NY 10001

SEVENTH: The agreement of merger is on file at the following place of business of the surviving domestic limited liability company: Con Edison Communications, LLC
132 West 31st Street, 13th Floor, New York, NY 10001

EIGHTH: A copy of the agreement of merger will be furnished by the surviving domestic limited liability company on request and without cost to any member of any domestic limited liability company or to any person holding an interest in any other business entity that is to merge pursuant to such agreement.

Consolidated Edison Communications, Inc.

(Name of Domestic Entity)

X

David W. Robinson
(Signature)

David W. Robinson
(Type or print name)

V.P.
(Title or capacity of signer)

Con Edison Communications, LLC

(Name of Domestic Limited Liability Company)

X

David W. Robinson
(Signature)

David W. Robinson
(Type or print name)

V.P. Manager
(Title or capacity of signer)

CERTIFICATE OF MERGER
OF

011231000 172

Consolidated Edison Communications, Inc.

(Insert name of Domestic Entity)

AND

Con Edison Communications, LLC

(Insert name of Domestic Limited Liability Company)

INTO

Con Edison Communications, LLC

(Insert name of Domestic Limited Liability Company)

Under Section 1003 of the Limited Liability Company Law

Filed by:

CON EDISON COMMUNICATIONS, INC.

(Name)

132 West 31st. Street, 13th Floor

(Mailing address)

New York, NY 10001

(City, State and Zip code)

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NOTE: This form was prepared by the New York State Department of State for filing a certificate of merger with a domestic business entity into a domestic limited liability company survivor. The certificate must be signed on behalf of each entity. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$60 filing fee made payable to the Department of State.

(For office use only.)

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STATE OF NEW YORK
DEPARTMENT OF STATE

DEC 31 2001

FILED

TAXS

BY: PS

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State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

May 05, 2006



A handwritten signature in black ink, appearing to be "D. J. [unclear]", written over a horizontal line.

Special Deputy Secretary of State

State of New York }
Department of State } ss:

Annex A

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

May 05, 2006



A handwritten signature in black ink, appearing to be "N. J. ...", written over a horizontal line.

Special Deputy Secretary of State

06031700017

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CERTIFICATE OF AMENDMENT
OF
THE ARTICLES OF ORGANIZATION
OF
CON EDISON COMMUNICATIONS, LLC

Under Section 211 of the Limited Liability Company Law

THE UNDERSIGNED hereby certifies:

1. The name of the limited liability company is Con Edison Communications, LLC (the "Company").
2. The Certificate of Formation of the Company was filed with the Department of State on the 24th day of December, 2001 under the name "Con Edison Communications, LLC."
3. The Certificate of Formation is hereby amended to change the name of the Company from Con Edison Communications, LLC to RCN New York Communications, LLC.
4. To effect the foregoing, Article First of the Articles of Organization, relating to the name of the Company, is amended to read as follows:

"FIRST: The name of the limited liability company is RCN New York Communications, LLC."

IN WITNESS WHEREOF, the undersigned has subscribed this certificate this 17th day of March, 2006, and the undersigned affirms the statements confirmed in this certificate as true under the penalties of perjury.

By, its sole member,

CONSOLIDATED EDISON
COMMUNICATIONS HOLDING
COMPANY, INC.

Paul F. Mapelli

Paul F. Mapelli
Secretary

FO80317000 117

2006 MAR 17 AM 9:23

CERTIFICATE OF AMENDMENT

OF

CON EDISON COMMUNICATIONS, LLC

Under Section 805 of the Business Corporation Law

14C
STATE OF NEW YORK
DEPARTMENT OF STATE

MAR. 17 2006

FILED
TAX S
BY:

[Signature]

FILED BY:

CON EDISON
4 Irving Place
1847 S.
New York, NY 10003

Cust. Ref#925160JBA

DRAWDOWN

95:8 AM 17 MAR 2006

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[Signature]

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on November 18, 2010.

A handwritten signature in dark ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

101117000704

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF
RCN NEW YORK COMMUNICATIONS, LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

RCN New York Communications, LLC

If the name of the limited liability company has been changed, the name under which it was organized is: Con Edison Communications, LLC


SECOND: The date of filing of the articles of organization is: December 24, 2001

THIRD: The amendment effected by this certificate of amendment is as follows: (Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the limited liability company would read as follows: Paragraph *First* of the Articles of Organization relating to *the limited liability company name* is hereby amended to read as follows: *First: The name of the limited liability company is ... (new name) ...*)

Paragraph FIRST of the Articles of Organization relating to the name of the limited liability company

is hereby amended to read as follows:

FIRST: The name of the limited liability company is Sidera Networks, LLC.

x 
(Signature)
Paul M. Eskildsen
(Type or print name)

(Title of signor) Authorized Person

10-7-777000704

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CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

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STATE OF NEW YORK
DEPARTMENT OF STATE

FILED NOV 17 2010

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BY: U

RCN NEW YORK COMMUNICATIONS, LLC

UNDER SECTION 211 OF THE LIMITED LIABILITY COMPANY LAW

2010 NOV 17 PM 2:12

Filed by:

Donna Pheland, Edwards Angell Palmer & Dodge LLP
(Name)

2800 Financial Plaza
(Mailing address)

Providence, RI 02903
(City, State and ZIP code)

Cust Ref 799884500

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FILING RECEIPT

ENTITY NAME: SIDERA NETWORKS, LLC

DOCUMENT TYPE: AMENDMENT (DOM LLC)
NAME

COUNTY: NEWY

FILED:11/17/2010 DURATION:***** CASH#:101117000763 FILM #:101117000704

FILER:

DONNA PHELAND
EDWARDS ANGELL PALMER & DODGE LLP
2280 FINANCIAL PLAZA
PROVIDENCE, RI 02903

ADDRESS FOR PROCESS:

REGISTERED AGENT:



SERVICE COMPANY: CT CORPORATION SYSTEM - 07

SERVICE CODE: 07

FEEs	120.00
FILING	60.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	50.00

PAYMENTS	120.00
CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	120.00
OPAL	0.00
REFUND	0.00

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DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on September 26, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

CERTIFICATE OF MERGER

of

NEON OPTICA, INC.

and

DATANET COMMUNICATIONS GROUP, INC.

and

LEXENT INC.

and

NEON CONNECT, INC.

and

NEON VIRGINIA CONNECT, LLC

and

SIDERA NETWORKS OF LONG ISLAND, INC.

and

SIDERA NETWORKS OF VIRGINIA, INC.

with and into

SIDERA NETWORKS, LLC**UNDER SECTION 1003 OF THE LIMITED LIABILITY COMPANY LAW**

September 17, 2014

1. The name of each constituent entity is as follows:

NEON Optica, Inc.

DataNet Communications Group, Inc.

Lexent Inc.

NEON Connect, Inc.

NEON Virginia Connect, LLC

Sidera Networks of Virginia, Inc.

Sidera Networks, LLC, formed under the name Con Edison Communications, LLC

Sidera Networks of Long Island, Inc., formed under the name Long Island Fiber Exchange, Inc.

2. The date when the certificate of incorporation or articles of organization of each domestic constituent entity was filed with the Department of State is as follows:

<u>NAME OF ENTITY</u>	<u>DATE OF INCORPORATION/FORMATION</u>
Sidera Networks, LLC	December 24, 2001
Sidera Networks of Long Island, Inc.	May 12, 1999

3. The name, jurisdiction of incorporation, date of filing of the initial certificate of incorporation, and date of filing of the New York application of authority of each foreign constituent entity is as follows below. Certain of the foreign constituent entities are not authorized to conduct business in the State of New York and will not conduct business in the state until the appropriate application for authority is filed with the Department of State. If no application for authority has been filed by a foreign constituent entity, the date of qualification is listed as N/A.

<u>NAME OF ENTITY</u>	<u>JURISDICTION OF INCORPORATION</u>	<u>DATE OF INCORPORATION</u>	<u>DATE OF NY QUALIFICATION</u>
NEON Optica, Inc.	Delaware	May 14, 1998	June 26, 1998
DataNet Communications Group, Inc.	Delaware	August 30, 2000	September 6, 2000
Lexent Inc.	Delaware	January 26, 1998	June 25, 1998
NEON Connect, Inc.	Delaware	February 14, 2013	N/A
NEON Virginia Connect, LLC	Delaware	August 18, 2006	N/A
Sidera Networks of Virginia, Inc.	Virginia	February 4, 1997	N/A

4. An agreement and plan of merger has been approved and executed by each of the domestic limited liability companies or other business entities that is to merge.

5. The name of the surviving limited liability company shall be amended, effective simultaneously with the merger, to:

Lighttower Fiber Networks II, LLC

6. The Secretary of State is designated as agent of the surviving limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is 80 Central Street, Boxborough, MA 01719.

7. The merger shall be effective as of October 1, 2014.

8. The merger is permitted by the jurisdiction of incorporation or organization, and is in compliance therewith, with respect to each of the foreign constituent entities set forth in Item 3 above.

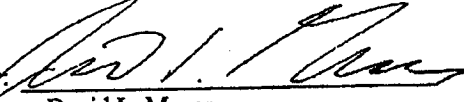
9. The agreement of merger is on file at a place of business of the surviving entity, the address of which is 80 Central Street, Boxborough, MA 01719.

10. A copy of the agreement of merger will be furnished by the surviving domestic limited liability company on request and without cost to any member of any domestic limited liability company or to any person holding an interest in any other business entity that is to merge pursuant to such agreement.

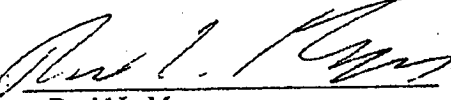
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IN WITNESS WHEREOF, the constituent entities have each caused this Certificate of Merger to be signed by an authorized person.

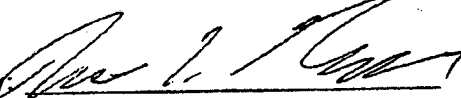
NEON OPTICA, INC.

By: 
Name: David L. Mayer
Title: Executive Vice President

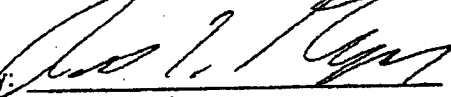
DATANET COMMUNICATIONS GROUP, INC.

By: 
Name: David L. Mayer
Title: Executive Vice President

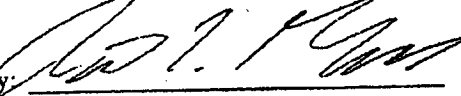
LEXENT INC.

By: 
Name: David L. Mayer
Title: Executive Vice President

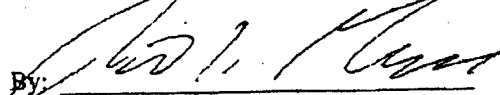
NEON CONNECT, INC.

By: 
Name: David L. Mayer
Title: Executive Vice President

NEON VIRGINIA CONNECT, LLC

By: 
Name: David L. Mayer
Title: Authorized Person

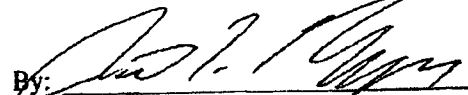
SIDERA NETWORKS OF LONG ISLAND, INC.

By: 

Name: David L. Mayer

Title: Executive Vice President

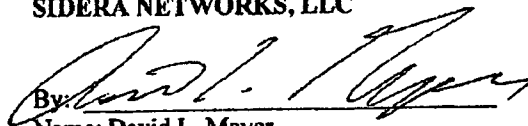
SIDERA NETWORKS OF VIRGINIA, INC.

By: 

Name: David L. Mayer

Title: Executive Vice President

SIDERA NETWORKS, LLC

By: 

Name: David L. Mayer

Title: Authorized Person

CT-07

129

2014 SEP 25 AM 11:40

FILED

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2014 SEP 23 PM 12:05

Certificate of Merger

OF
Neon Optics, Inc.

And

Datanet Communications Group, Inc.

And

Lexent Inc.

And

Neon Connect, Inc.

And

Neon Virginia Connect, LLC

And

Sidera Networks of Long Island, Inc.

And

Sidera Networks of Virginia, Inc.

With and into

Sidera Networks, LLC

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED SEP 25 2014

TAX \$ _____

BY:

RECEIVED

2014 SEP 18 PM 12:06 2014 SEP 19 PM 4:10

RECEIVED

2014 SEP 24 PM 01

Under Section 1003 of the Limited Liability Company Law

Filed by:

Gillin McDonald
c/o Ropes & Gray LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199

CSI 9279283 TW

DRAWDOWN

210

EXHIBIT B

Certificate of Authority to Transact Business

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

APPLICATION FOR A CERTIFICATE OF AUTHORITY
BY A FOREIGN LIMITED LIABILITY COMPANY
TO TRANSACT BUSINESS IN SOUTH CAROLINA

JAN 08 2016

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is Lighttower Fiber Networks II, LLC
2. The name of the State or Country under whose law the company is organized is
New York
3. The street address of the Limited Liability Company's principal office is
80 CENTRAL STREET
Street Address
BOXBOROUGH, MA 01719
City State Zip Code
4. The address of the Limited Liability Company's current designated office in South Carolina is
2 Office Park Court, Suite 103
Street Address
Columbia, SC 29223
City State Zip Code
5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is
2 Office Park Court, Suite 103
Street Address
Columbia South Carolina 29223
City State Zip Code
and the name of the Limited Liability Company's agent for service of process at the address is
C T CORPORATION SYSTEM
Name
Joseph Vincent
Signature
Vice President & Assistant Secretary
6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified _____

160108-0103

FILED: 01/08/2016

LIGHTTOWER FIBER NETWORKS II, LLC

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

7. ☐ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. Sidera Networks, Inc.

80 Central Street
Name
Boxborough MA 01719
City State Zip Code

b.

Name

Business Address

City State Zip Code

8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date 10/22/2015

Fernanda Biehl
Signature
SENIOR
Fernanda Biehl, Director of Regulatory Affairs
Name Capacity

FILING INSTRUCTIONS

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
1205 Pendleton Street, Suite 525
Columbia, SC 29201

**State of New York
Department of State } ss:**

I hereby certify, that CON EDISON COMMUNICATIONS, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 12/24/2001, and that the Limited Liability Company is existing so far as shown by the records of the Department.

A Certificate of Amendment CON EDISON COMMUNICATIONS, LLC, changing its name to RCN NEW YORK COMMUNICATIONS, LLC, was filed 03/17/2006.

A Certificate of Amendment RCN NEW YORK COMMUNICATIONS, LLC, changing its name to SIDERA NETWORKS, LLC, was filed 11/17/2010.

A Certificate of Amendment SIDERA NETWORKS, LLC, changing its name to LIGHTOWER FIBER NETWORKS II, LLC, was filed 09/25/2014.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 07th day of January
two thousand and sixteen.*

Anthony Giardina
Executive Deputy Secretary of State

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina, Hereby Certify that:

LIGHTOWER FIBER NETWORKS II, LLC, a limited liability company duly organized under the laws of the State of NEW YORK, and issued a certificate of authority to transact business in South Carolina on January 8th, 2016, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
8th day of January, 2016.

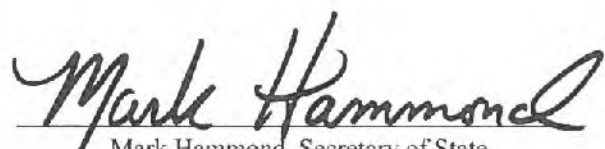

Mark Hammond, Secretary of State

EXHIBIT C

Proposed Tariff

Lighttower Fiber Networks II, LLC

Tariff Schedule Applicable to
Facilities-Based and Resold Intrastate Telecommunications Services within the
State of South Carolina

Issued By: David Mayer, EVP, General Counsel
80 Central Street
Boxborough, MA 01719

Fernanda H. Biehl, Sr. Director, Regulatory Affairs
196 Van Buren Street, Suite 250
Herndon, VA 20176

Tariff Format

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.A
 - 2.1.1.1.A.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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Fernanda H. Biehl, Sr. Director, Regulatory Affairs
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Herndon, VA 20176

Check Sheet

Pages 1 through 37 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
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28	Original		

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Table of Contents

<u>Subject Matter</u>	<u>Page</u>
Title Sheet.....	1
Tariff Format.....	2
Check Sheet.....	3
1 General	5
1.1 Explanation of Symbols	5
1.2 Application of the Tariff	5
1.3 Definitions	6
2 Rules and Regulations	8
2.1 Undertaking of the Company	8
2.2 Obligations of the Customer	9
2.3 Liability of the Company	11
2.4 Customer Liability for Unauthorized Use of the Network	16
2.5 Application for Service	17
2.6 Payment for Service	18
2.7 Customer Deposits	19
2.8 Late Payment Charges	20
2.9 Back Billing	20
2.10 Overcharge/Undercharge	21
2.11 Customer Complaints and Billing Disputes	21
2.12 Taxes and Fees	22
2.13 Dishonored Check Charge	23
2.14 Special Customer Arrangements	23
2.15 Termination or Denial of Service	23
2.16 Unlawful Use of Service	24
2.17 Interference With or Impairment of Service	24
3 Rates and Charges	25
3.1 Rates Generally: Individual Case Basis ("ICB") Offerings	25
3.2 Calculation of Rates.....	26
3.3 Trial Services.....	26
4 Description of Services	27
4.1 SONET Private Line Service	27
4.2 Ethernet Private Line Service	30
4.3 Wavelength Service	35

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Boxborough, MA 01719

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1 General

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Company's intrastate telecommunications services that originate and terminate in the State of South Carolina. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business customers.
- 1.2.3 The Company's service territory is the State of South Carolina.
- 1.2.4 The rates and regulations contained in this tariff apply only to the intrastate telecommunications services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a local exchange carrier or other common carrier for use in accessing the services of the Company. A communication is "intrastate" only if all points of origination and termination are located within the State of South Carolina. This tariff does not cover any unregulated service offered by the Company.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

This tariff will be maintained and made available for inspection at the Company's principal business office at 80 Central Street, Boxborough, MA 01719.

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1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Lighttower Fiber Networks II, LLC.
- 1.3.2 "Commission" means the South Carolina Public Service Commission.
- 1.3.3 "Circuit" means a communications path or paths between two or more points.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service, and for compliance with the Company's rules and regulations.
- 1.3.5 "F.C.C." means the Federal Communications Commission.
- 1.3.6 "Individual Case Basis ("ICB")" means a service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.
- 1.3.7 "MRC" means monthly-recurring charge.
- 1.3.8 "Network" means the Company's facilities, equipment, and telecommunications service(s) provided under this tariff.
- 1.3.9 "NRC" means non-recurring charge.
- 1.3.10 "On-Net" means any service that is provided between locations on the telecommunications network owned by Company.
- 1.3.11 "Off-Net" means service provided on a telecommunications network that is not part of the telecommunications network owned by Company, but is used to provide services to a Customer.
- 1.3.12 "Service" means any telecommunications service(s) provided by the Company under this tariff.

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- 1.3.13 “Service Order” is a written request for services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to the tariff.
- 1.3.14 “Service Term” is the term for each Service which begins on the date of the acceptance of the Service Order applicable to such Service, or on such other date as may be stated in the Service Order, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order.
- 1.3.15 “VGE” means Voice Grade Equivalent. The VGE for various circuit types are as follows:

Type of Circuit	VGE
DS-3	672 Channels
OC-3	2,016 Channels
OC-12	8,064 Channels
OC-48	32,256 Channels

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2 Rules and Regulations

2.1 Undertaking of the Company

The Company undertakes to furnish SONET, Wavelength and Ethernet services to business customers within the State of South Carolina. Subject to the approval by the Commission if required, the Company may offer other telecommunications services in the future. To the extent that it is required, such future service offerings will be set forth in transmittals detailing changes to this tariff or other tariffs the Company may have on file with the Commission.

If permitted by an applicable Service Order, Customers may connect services and facilities provided by the Company under this tariff to obtain access to services offered by other providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company and consistent with the authority granted by the Commission.

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other causes beyond the Company's control.

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2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges specified in Service Orders executed by the Customer and for charges due pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer or Customer's employees, contractors, agents, or end users; or the noncompliance by the Customer or Customer's employees, contractors, agents, or end users, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

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- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company and returning the same to the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

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-
- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

- 2.3.1 Because certain errors incident to the services and to the use of Company facilities are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified.

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2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts with such other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier. The Company shall not be liable for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connections provided by the Customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against the following: (i) claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; (ii) claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and (iii) all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

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2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Hazardous or Environmentally Sensitive or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in a hazardous or environmentally sensitive location or atmosphere. Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service in a hazardous or environmentally sensitive area and not due to the gross negligence or willful misconduct of the Company.

Issued By: David Mayer, EVP, General Counsel
80 Central Street
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196 Van Buren Street, Suite 250
Herndon, VA 20176

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall indemnify and save the Company, its employees, agents and managers harmless from and against injury to or death of any person or damage to tangible property which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

OTHER THAN WARRANTIES EXPRESSLY SET FORTH IN THIS TARIFF, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

2.3.8 Limitation of Liability

2.3.8.1 The Company's liability for any failure or defect or interruption in service is limited to credits against monthly recurring charges as specifically set forth in Service Orders or other agreements executed by Customer and the Company. In the absence of a different agreement executed in writing, such credits shall be equal to the proportionate amount of monthly recurring charges for the fraction of the month during which the applicable service was unavailable and such unavailability was not due to Force majeure as defined at paragraph 2.3.8.3 below, or to failure of Customer's equipment or failure of Customer to allow Company access to its service locations.

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2.3.8.2 In no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, loss of revenues or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or services, downtime costs or any claim for damages, even if advised of the possibility of such damages.

2.3.8.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of Force Majeure and include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, power failure, or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If the Company's failure of performance by reason of Force Majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of the Company; if for more than thirty (30) days, then the service may be canceled by either party without liability.

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2.4 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by the Company, users, other third parties, the Customer's employees or the public.

2.4.1.2 The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

2.4.1.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using or attempting to use the network without payment or with the intent to avoid payment for the service;

2.4.1.4.B Using or attempting to use the network in a manner to violate the law.

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2.5 Application for Service

2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all services furnished.

2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special arrangements or construction necessary to meet service demands.

2.5.2 Cancellation of Service

2.5.2.1 Customer may not cancel a Service Order unless the Company fails to install the service within ninety (90) days after the installation date set forth on the Service Order; provided that Customer may not cancel the Service Order if such delay is the result of action or inaction of the Customer or Force Majeure.

2.5.2.1 If Customer cancels a Service Order and such termination is not pursuant to paragraph 2.5.2.1, then Customer is responsible for payment of all non-recurring charges and monthly recurring charges that would be due during the term of the Service Order.

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2.6 Payment for Service

- 2.6.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.15 of this tariff or individually negotiated agreement.
- 2.6.2 The Customer is responsible for payment of all charges for service furnished to the Customer. The Company will invoice Customer for any NRC associated with the Service upon or after execution of the applicable Service Order. The MRC associated with the Service will be billed and shall be payable in advance, except Customer usage based charges (if any) associated with the Service which will be billed in arrears. A MRC charge for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Service Term specified in the applicable Service Order.
- 2.6.3 The Company reserves the right to require from an applicant for service advance payments of recurring charges and non-recurring charge(s). The advance payment will not exceed an amount equal to the non-recurring charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bills.

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2.7 Customer Deposits

- 2.7.1 The Company may require an applicant or a Customer to make a cash deposit to be held by the Company as a guarantee of the payment of charges for service. Deposits are requested when evaluation of credit information supplied by the Customer establishes that the Customer is a credit risk or in the case of unknown credit risk. Risk is evidenced by such occurrences as the Customer's service being interrupted for nonpayment, by tendering to the Company negotiable instruments that become dishonored, by establishing a record of delinquency in the payment for services rendered, either currently or previously, by applying for service with no demonstrable source of income, or by applying for service, having not discharged by agreement or payment any prior indebtedness for service. In the case of new business customers, the decision to require a deposit is based on the applicant's prior payment record for service. Established customers are required to post a deposit as a condition of continuing service, or reestablishing service which has been interrupted for nonpayment, where the Customer's payment or usage record indicate a substantial risk of revenue loss.
- 2.7.2 The amount of deposit generally shall not exceed the amount of charges for service which it is estimated will accrue for a period of three months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not adequate, the Company may require an increase of the deposit.
- 2.7.3 Deposits will be credited to Customer's account if a reliable payment pattern of timely payment has developed. A reliable payment pattern is indicated by the absence of collection problems, such as overdue notices or interruption for nonpayment, for a period of twelve months. When the service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the Customer. If (and only if) required by Commission rules the return of the deposit will include simple interest for the period during which the deposit is held by the Company.

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2.7.4 Upon request of a deposit, the Company representative will provide detailed information concerning the Company's deposit policy, including a complete description of the Customer's rights and the Customer's right to contact the Commission in the event of a disagreement.

2.7.5 The fact that a deposit is held by the Company shall in no way relieve the applicant or Customer from compliance with the Company's requirements as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

2.8 Late Payment Charges

2.8.1 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. If Customer disputes all or any part of a bill, the Customer must notify the Company in writing within ninety (90) days of Customer's receipt of the bill pursuant to paragraph 2.11.1 below.

2.8.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.11.2), in addition to a late payment charge equal to the past due amount multiplied by a late factor. The late factor shall be the lesser of a rate of 1.5 percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Customer all collection costs, including attorney fees.

2.9 Back Billing

The Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, for a period of two years after the service was rendered.

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2.10 Overcharge/Undercharge

2.10.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.10.2 When a Customer has been undercharged, the amount shall be billed to the Customer.

2.11 Customer Complaints and Billing Disputes

2.11.1 Customers must notify the Company of billing or other disputes in writing within sixty (60) days of the receipt of the invoice and shall provide detailed information regarding any such disputed amounts. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved as provided herein. All billed amounts not disputed in good faith and in writing by Customer within such sixty (60) days may not be disputed by Customer. All undisputed amounts are due and payable by the due date. The Company's Customer Service representatives may be contacted at:

80 Central Street
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Toll-free Telephone: (888) 583-4237
Attn: Accounts Receivable Department

2.11.2 The Company shall respond to billing disputes submitted to it pursuant to paragraph 2.11.1 within sixty (60) days after the Company's receipt of the same. If the Company denies the dispute then the Customer shall pay the disputed amount but may appeal the decision to the Commission.

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- 2.11.3 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure. Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Phone: 803-737-5230
Toll Free: 1-800-922-1531

- 2.11.4 The Company provides the following toll free number, 1-888-583-4237 (888-LT-FIBER), for customers to contact the Company.

2.12 Taxes and Fees

- 2.12.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.12.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.12.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

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2.13 Dishonored Check Charge

A Dishonored Check Charge applies when any negotiable instrument presented for payment for service or deposit becomes dishonored, and is returned to the Company from the bank.

The Dishonored Check Charge is \$30 per instrument, per return, as set out in S.C. Code Ann. § 34-11-70(a). This charge is in addition to late payment charges.

2.14 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or non-recurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.15 Termination or Denial of Service:

2.15.1 The Company may decline to provide Service, or may terminate an existing Service, in the following cases:

2.15.1.1 Late Payment or Nonpayment. If Customer fails to pay any charge when due, or is late in payment for more than three months in any twelve month period.

2.15.1.2 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.

2.15.1.3 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.15.1.4 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

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2.15.1.5 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.15.1.6 Illegal use of Service. Customer's use of service or equipment in a manner that violates the law.

2.15.1.7 Non-compliance with Regulations. For violation of or non-compliance with the Commission's rules or the Company's tariffs on file with the Commission.

2.15.1.8 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Commission.

2.15.1.9 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment at a Customer location.

2.15.1.10 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.15.2 If service is disconnected or suspended by the Company and later re-installed or restored, re-installation or restoration of service will be subject to all applicable installation charges.

2.16 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

2.17 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals

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if said transmission is causing interference to others or impairing the service of others.

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3 Rates and Charges

3.1 Rates Generally: Individual Case Basis (ICB)

Rates and charges, including minimum usage, installation, special construction and recurring charges, for the Company's services are established at negotiated rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Service Orders. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent service in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non-discriminatory access to requesting the Company's services under an ICB rate. In the event of a conflict between this tariff and a contract and/or Service Order executed by the Customer and the Company, the contract and Service Order shall govern.

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3.2 Calculation of Rates

- 3.2.1 To the extent that mileage is a rate element associated with a particular service, the rates for the mileage element are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by the incumbent local exchange carrier. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 3.2.2 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis.

3.3 Trial Services

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval where required. Such trials are limited to a predetermined period of time specified by the Company. At the Company's option, and if permitted by Commission rules, a letter outlining the trial service may be filed with the Commission in lieu of tariff language.

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4 Description of Services

4.1 SONET Service

4.1.1 Service Description

4.1.1.1 General

SONET Service provides high speed, synchronous optical fiber-based, full duplex data transmission capabilities. The Service is provisioned over the Company's shared SONET network and provides customers with SONET-based broadband access transport with the following capabilities.

DS3	Transmission services operating at the terminating bit rate of 45 Mbps
OC3, OC3c or STM-1	Transmission services operating at the terminating bit rate of 155.52 Mbps
OC12, OC12c	Transmission services operating at the terminating bit rate of 622.08 Mbps
OC48, OC48c	Transmission services operating at the terminating bit rate of 2,488 Mbps.
OC192, OC192c	Transmission services operating at the terminating bit rate of up to 9,953 Mbps

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4.1.1.2 Terms and conditions

- 4.1.1.2.A SONET Service is available for a term period of 1, 2, 3, 4 or 5 years typically. In either case, the minimum service period for SONET Service is one year.
- 4.1.1.2.B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
- 4.1.1.2.C The installation of SONET Service is based on a negotiated interval.
- 4.1.1.2.D Any additional charges levied to the Company for space and power which are required in order to place add/drop multiplexers on the Company's side of the network interface will be the responsibility of the Customer.
- 4.1.1.2.E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.1.1.2.F Outage Credits for SONET service will be issued in accordance with Section 2.12 preceding.
- 4.1.1.2.G A change in location or change of the type of circuit will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

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4.1.1.3 Rates and Charges

4.1.1.3.1 Non-Recurring Charges ("NRC")

Protected Node Install	ICB
Unprotected Node Install	ICB
Protected Drop Circuit Install	ICB
Unprotected Drop Circuit Install	ICB
Protected Digital DS1 Install	ICB
Protected Digital DS3 Install	ICB
Unprotected Digital DS1 Install	ICB
Unprotected Digital DS3 Install	ICB

4.1.1.3.2 Monthly Recurring Charges ("MRC")

Protected OC3 Node	ICB
Protected OC12 Node	ICB
Protected OC48 Node	ICB
Protected OC192 Node	ICB
Unprotected OC3 Node	ICB
Unprotected OC12 Node	ICB
Unprotected OC48 Node	ICB
Unprotected OC192 Node	ICB
Protected Drop Circuit- DS3	ICB
Protected Drop Circuit- OC3/OC3c	ICB
Protected Drop Circuit- OC12/OC12c	ICB
Protected Drop Circuit- OC48/OC48c	ICB
Unprotected Drop Circuit- DS3	ICB
Unprotected Drop Circuit- OC3/OC3c	ICB
Unprotected Drop Circuit- OC12/OC12c	ICB
Unprotected Drop Circuit- OC48/OC48c	ICB
Protected Digital DS1	ICB

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Protected Digital DS3	ICB
Unprotected Digital DS1	ICB
Unprotected Digital DS3	ICB

4.2 Ethernet Service

4.2.1 Service Description

4.2.1.1 General

Ethernet Service is a high speed, fiber-based data service which uses a shared fiber backbone network to allow for the interconnection of local area networks ("LANs") using the Ethernet protocol defined by IEEE 802.3. Ethernet Service includes, without limitation, the following types of Services:

E-Line:

A port based service providing dedicated UNIs for point to point connections. E-Line supports a single EVC between two (2) UNIs. Bandwidth ranges from 3Mbps to 5Gbps.

Ethernet Virtual Private Line (EVPL):

A VLAN based service providing multiplexed UNIs allowing multiple EVCs per UNI. Bandwidth ranges from 3Mbps to 5Gbps.

Ethernet LAN (E-LAN):

A VLAN based meshed service providing many-to-many services with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN service and multipoint Layer 2 VPNs. Bandwidth ranges from 3Mbps to 5Gbps.

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Metro-E Advanced Private Line (MAPL):

A dedicated point-to-point switched Ethernet service provided within a metro area over dedicated fiber transport. Bandwidth ranges from 1Gbps to 10Gbps.

External Network to Network Interface (E-NNI)

An interconnection point between the Provider and Customer Ethernet networks as defined in MEF Specification 26. E-NNI is typically delivered as a 1Gbps or 10Gbps port.

4.2.1.2 Terms and Conditions

- 4.2.1.2.A Ethernet Service is available for a term period of 1, 2, 3, 4 or 5 years typically. In either case, the minimum service period for Ethernet Service is one year.
- 4.2.1.2.B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month-to-month billing.
- 4.2.1.2.C The charges to reroute service will be identical to a new installation.
- 4.2.1.2.D The network interface is the LAN interface on the Customer's equipment. The interface types are as follows:
- 10/100T
 - 1000T
 - 1000LX
 - 1000SX
 - 10 GigE
- 4.2.1.2.E The installation of Ethernet Service is based on a negotiated interval.

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- 4.2.1.2.F The Customer is responsible for any inside wire and associated equipment required in connecting the LAN to the Ethernet Optical Network equipment and the installation operation and maintenance of any Customer provided equipment.
- 4.2.1.2.G Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.2.1.2.H The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.2.1.2.I A change in location or change of the type of circuit will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

4.2.1.3 Rates and Charges

4.2.1.3.1 Non-Recurring Charges ("NRC")

Switched Ethernet UNI Install	ICB
Switched Ethernet EVPL EVC Install	ICB
Switched Ethernet ELAN EVC Install	ICB
Bundled Internet Access EVC Install	ICB

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4.2.1.3.2 Monthly Recurring Charges ("MRC")

Switched Ethernet UN 110Mb	ICB
Switched Ethernet UN1100Mb	ICB
Switched Ethernet UN11000Mb	ICB
Switched Ethernet EVPL EVC 10Mbps	ICB
Switched Ethernet EVPL EVC 20Mbps	ICB
Switched Ethernet EVPL EVC 30Mbps	ICB
Switched Ethernet EVPL EVC 40Mbps	ICB
Switched Ethernet EVPL EVC 50Mbps	ICB
Switched Ethernet EVPL EVC 100Mbps	ICB
Switched Ethernet EVPL EVC 150Mbps	ICB
Switched Ethernet EVPL EVC 200Mbps	ICB
Switched Ethernet EVPL EVC 300Mbps	ICB
Switched Ethernet EVPL EVC 400Mbps	ICB
Switched Ethernet EVPL EVC	ICB
Switched Ethernet EVPL EVC 600Mbps	ICB
Switched Ethernet EVPL EVC 700Mbps	ICB
Switched Ethernet EVPL EVC 800Mbps	ICB
Switched Ethernet EVPL EVC 900Mbps	ICB

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Switched Ethernet EVPL EVC 1000Mbps	ICB
Switched Ethernet ELAN EVC 10Mbps	ICB
Switched Ethernet ELAN EVC 20Mbps	ICB
Switched Ethernet ELAN EVC 30Mbps	ICB
Switched Ethernet ELAN EVC 40Mbps	ICB
Switched Ethernet ELAN EVC 50Mbps	ICB
Switched Ethernet ELAN EVC 100Mbps	ICB
Switched Ethernet ELAN EVC 150Mbps	ICB
Switched Ethernet ELAN EVC 200Mbps	ICB
Switched Ethernet ELAN EVC 300Mbps	ICB
Switched Ethernet ELAN EVC 400Mbps	ICB
Switched Ethernet ELAN EVC 500Mbps	ICB
Switched Ethernet ELAN EVC 600Mbps	ICB
Switched Ethernet ELAN EVC 700Mbps	ICB
Switched Ethernet ELAN EVC 800Mbps	ICB
Switched Ethernet ELAN EVC 900Mbps	ICB
Switched Ethernet ELAN EVC 1000Mbps	ICB
Bundled Internet Access EVC 10Mbps	ICB

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Bundled Internet Access EVC 20Mbps	ICB
Bundled Internet Access EVC 30Mbps	ICB
Bundled Internet Access EVC 40Mbps	ICB
Bundled Internet Access EVC 50Mbps	ICB
Bundled Internet Access EVC 100Mbps	ICB

4.2.1.3.5 Additional Charges

Additional charges will apply to serve locations that include Off-Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

4.3 Wavelength Service

4.3.1 Service Description

4.3.1.1 General

Wavelength Service uses Wave Division Multiplexing (WDM) technology and involves unique optical signals that are multiplexed and transmitted over a single fiber. At the receiver end, the composite signal is de-multiplexed and the individual unique signals are recovered. Wavelength Service can be delivered as protected or unprotected based on the end user requirements. Wavelength Service includes, without limitation, the following service types:

Point-to-Point:

Wavelength Service is delivered between two endpoints over Company's WDM network using a variety of protocols (Ethernet, SONET, Fiber Channel), in bandwidths ranging from 1Gbps to 100Gbps.

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Managed Private Optical Network (MPON)

Managed Private Optical Networks are delivered between two or more endpoints using private fiber and private equipment, in bandwidths ranging from 1Gbps to 100Gbps.

4.3.1.2 Terms and Conditions

- 4.3.1.2.A Wavelength Service is available for a term period of 1, 2, 3, 4 or 5 years typically. The minimum service period for Wavelength Service is one year.
- 4.3.1.2.B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
- 4.3.1.2.C The installation of Wavelength Service is based on a negotiated interval.
- 4.3.1.2.D Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.3.1.2.E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.3.1.2.F Outage Credits for Wavelength Service will be issued in accordance with Section 2.12 preceding.

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- 4.3.1.2.G A change in location or capacity will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

4.3.1.3 Rates and Charges

4.3.1.3.1 Non-Recurring Charges ("NRC")

Per Point Node EPL Install	ICB
Bundled Internet Access EVC	ICB

4.3.1.3.2 Monthly Recurring Charges ("MRC")

Per Point Node EPL 100Mbps	ICB
Per Point Node EPL 1Gbps	ICB
Per Point Node EPL 10Gbps	ICB
Per Point Node EPL 40Gbps	ICB
Per Point Node EPL 100Gbps	ICB
Per POP Node EPL 100Mbps	ICB
Per POP Node EPL 1Gbps	ICB
Per POP Node EPL 10Gbps	ICB
Per POP Node EPL 40Gbps	ICB
Per POP Node EPL 100Gbps	ICB

4.3.1.3.5 Additional Charges

Additional charges will apply to serve locations that include Off-Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

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EXHIBIT D

Financial Information

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EXHIBIT E

Management Biographies - Key Personnel

Robert Shanahan, President & Chief Executive Officer

Rob Shanahan has been the President & Chief Executive Officer of Lightower Fiber Networks since 2008. As a veteran in the communications space, Rob Shanahan brings to Lightower over 30 years of industry experience. Since 2008, Mr. Shanahan has led Lightower from a small, dark fiber provider to a full-service, metro-fiber powerhouse through strong organic growth and six successful acquisitions. In 1998, Mr. Shanahan co-founded Conversent Communications and served as President and CEO until its acquisition in 2006. Mr. Shanahan's experience in management also includes serving as a Regional Vice President of Brooks Fiber and a General Manager for Frontier Communications. Mr. Shanahan received a B.S. from Marist College.

Eric Sandman, Chief Financial Officer

Eric Sandman joined Lightower through the acquisition Verosity Technology Partners. While at Verosity, Mr. Sandman served as Chief Executive Officer and was a member of the board of directors. He also served as Senior Vice President and Chief Financial Officer of NEON Communication Group (formerly Globix Corporation). Prior to joining NEON, Mr. Sandman was with Northeast Utilities where he reported to the CFO and worked on M&A and corporate strategy activities. Mr. Sandman received an M.B.A. from Carnegie Mellon University and a B.S. in Electrical Engineering from the University of Maine.

Doug Dalissandro, Chief Revenue Officer

Doug Dalissandro brings over 24 years of telecommunications experience to Lightower, where he has led the sales and marketing departments since 2009. Prior to Lightower, Mr. Dalissandro has held various executive and sales management positions, including Executive Vice President of Sales for One Communications and Executive Vice President of Sales & Marketing for Conversent Communications. Before joining Conversent, Mr. Dalissandro was Vice President of Sales at Teleglobe. Mr. Dalissandro received a bachelor's degree in Communications from Ohio University.

Jason Campbell, Chief Operations Officer

Jason Campbell brings 17 years of telecommunications engineering and operations experience to Lightower Fiber Networks. Mr. Campbell is responsible for Operations, Fiber & Network Engineering and Information Systems, and has held these responsibilities at Lightower since 2008. Prior to joining Lightower, Mr. Campbell served as the Vice President of Operations and the Vice President of Network Planning for One Communications. He has held various other telecommunication positions including Vice President of Engineering at Conversent Communications. Mr. Campbell received a bachelor's degree from New England College.

Philip Olivero, Chief Technology Officer

As Chief Technology Officer at Lightower Fiber Networks, Mr. Olivero oversees the company's product and market development. Mr. Olivero came to Lightower with the merger with Sidera Networks where he served as Executive Vice President and Chief Technology Officer. Prior to this role, he was the Vice President of Engineering at AboveNet, where he was responsible for all aspects of engineering across AboveNet's fiber, optical and IP/Ethernet networks. Mr. Olivero also has served in executive level engineering and operations positions at FiberTower,

XO Communications and Fundy Communications (Canada) and held several management positions of increasing responsibility at MCI and Bell Canada. Mr. Olivero holds a Bachelor of Science in Electrical Engineering from the University of Waterloo (Canada).

David Mayer, General Counsel & Executive Vice President of Business Development

David Mayer brings over 25 years of telecommunications and law expertise to Lighttower. Before joining Lighttower, Mr. Mayer was Chief Executive Officer of the private equity fund Viridian Investment Partners. Prior to this, he served as the Executive Vice President of Corporate Development for One Communications. From 1999 through 2006, Mr. Mayer was General Counsel and Executive Vice President of Business Development for Conversant Communications. Before joining Conversant, Mr. Mayer was in private practice primarily to the communications industry. Mr. Mayer received a B.A. from Yale and a J.D. from the University of Texas.

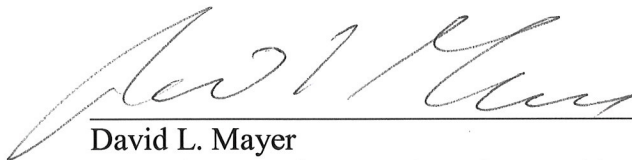
VERIFICATION

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

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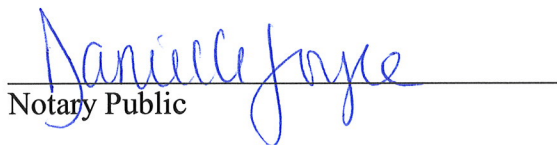
VERIFICATION

I, David L. Mayer, state that I am the General Counsel, Executive Vice President and Secretary of Lighttower Fiber Networks II, LLC ("LFN-II"); that I am authorized to make this Verification on behalf of LFN-II; that the foregoing filing was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information, and belief.



David L. Mayer
General Counsel, Executive Vice President and Secretary
Lighttower Fiber Networks II, LLC

Sworn and subscribed before me this 29th day of November, 2016.


Notary Public

My commission expires 10/7/22

